



MetLife Investors USA Insurance Company  
P.O. Box 10366  
Des Moines, IA 50306-0366

RE: RICHARD R BATTEN  
9201041546

Dear Contract Owner:

Thank you for your recent purchase of a MetLife Investors USA Insurance Company Fixed Annuity.  
Your new contract is enclosed.

We appreciate your business and look forward to providing you with excellent service. If you have any questions please contact a service representative at (800) 709-2906.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Paulson".

Kevin J. Paulson  
Senior Vice President  
Operations and Services.  
MetLife Investors

EXHIBIT 1



## Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" here means anything we know about you personally.

### Protecting Your Information

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We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

### Collecting Your Information

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We typically collect your name, address, age, and other relevant information. For example, we may ask about your:

- finances
- creditworthiness
- employment

We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life, car, and home insurers. They also include a bank, a legal plans company, and securities broker-dealers. In the future, we may also have affiliates in other businesses.

### How We Get Your Information

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We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

### Using Your Information

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We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- process claims and other transactions
- perform business research
- confirm or correct your information
- market new products to you
- help us run our business
- comply with applicable laws

### Sharing Your Information With Others

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We may share your personal information with your consent or as permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, creditor with a lien on your account)
- those listed in our "Using Your Information" section above

## Opting Out

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You may tell us not to share your information with our affiliates for their own marketing purposes or unaffiliated business partners as part of a joint marketing arrangement. Even if you don't "opt out," we will not share your information with unaffiliated companies for their own marketing purposes without a joint marketing arrangement. We will give you an "opt-out" form when we first issue your policy. You can also "opt out" anytime by contacting your Agent directly or contacting us at:

MetLife Privacy Office  
P. O. Box 489  
Warwick, Rhode Island 02887-9954  
(877) 638-7684  
[www.metlife.com/optout](http://www.metlife.com/optout)

If you hold a policy or account jointly with someone else, we will accept instructions from either of you, and apply them to the entire policy or account.

## Accessing and Correcting Your Information

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You may ask us for a copy of the personal information we have about you. Generally, we will provide it as long as it is reasonably retrievable and within our control. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you anything we learned as part of a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

## Questions

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We want you to understand how we protect your privacy. If you have any questions about this notice, please contact us. When you write, include your name, address, and policy or account number.

### Send privacy questions to:

MetLife Privacy Office  
P. O. Box 489  
Warwick, RI 02887-9954  
[privacy@metlife.com](mailto:privacy@metlife.com)

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of these MetLife companies:

**Metropolitan Life Insurance Company**  
**New England Life Insurance Company**  
**MetLife Investors Insurance Company**  
**MetLife Investors USA Insurance Company**

**First MetLife Investors Insurance Company**  
**MetLife Insurance Company of Connecticut**  
**General American Life Insurance Company**  
**Metropolitan Tower Life Insurance Company**

## **ANNUITY CONTRACT**

**The following is your Annuity Contract. Any materials that preceded this page or that follow the last page of the Annuity Contract are not part of your Contract. Please retain this Annuity Contract with your permanent records.**

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MetLife Investors USA Insurance Company  
222 Delaware Avenue, Suite 900  
P.O. Box 25130  
Wilmington, DE 19899

**MetLife Investors USA Insurance Company** (referred to as “we, us and our”) will make Income Payments as described in this Contract beginning on the Annuity Date.

**FREE LOOK PROVISION – RIGHT TO CANCEL**

This Contract may be returned for any reason within 20 days after you receive it by mailing or delivering the Contract to either us or the agent who sold it. Return of this Contract by mail is effective on being postmarked, properly addressed and postage prepaid. If you return it within the 20 day period your contract will be cancelled. We will promptly refund any Purchase Payment received on your behalf.

Signed for the Company.

A handwritten signature in cursive script, reading "Richard C. Pearson".

Secretary

A handwritten signature in cursive script, reading "Michael J. Smith".

President

**INDIVIDUAL SINGLE PREMIUM PAYMENT DEFERRED FIXED ANNUITY CONTRACT**

**NONPARTICIPATING**

**READ YOUR CONTRACT CAREFULLY.**

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## CONTRACT SCHEDULE

**SEX:** M      **AGE AT ISSUE:** 77

**SEX:** M      **AGE AT ISSUE:** 77

**ISSUE DATE:** January 8, 2009

**MATURITY DATE:** January 8, 2022

**MAXIMUM TERMINAL ILLNESS RIDER ISSUE AGE: 80**

**MAXIMUM NURSING HOME OR HOME HOSPITAL CONFINEMENT RIDER ISSUE AGE: 80**

**NO GUARANTEE PERIOD MAY EXTEND BEYOND THE ANNUITY DATE.**

**Minimum Purchase Payment:** \$5,000.00

**Maximum Purchase Payment:** \$1,000,000.00, without our prior approval.

**GUARANTEED INTEREST RATES:**

**Initial Guaranteed Interest Rate:** Base rate of 5.30% annually. Bonus of 2.00% during the first Contract Year only. First year total guaranteed interest rate 7.30%.

**Length of Initial Guarantee Period:** 7 years

Initial Guarantee Period Expires: 01/08/2016

**Jumbo Interest Rate:** For any Purchase Payment of \$25,000 or more the Initial Guaranteed Interest Rate will be 0.25% higher than for a similar contract with a Purchase Payment of less than \$25,000. If applicable, the Initial Guaranteed Interest Rate shown includes the 0.25% increase. A 0.25% increase in credited interest rate over a similar contract with an Account Value of less than \$25,000 will also apply to subsequent Guarantee Periods if on the first day of any subsequent Guarantee Period, the Account Value is \$25,000 or more and the credited interest rate on a similar contract with an Account Value of less than \$25,000 is greater than the Minimum Guaranteed Interest Rate.

**Minimum Guaranteed Interest Rate:** 3.00% annually

**BENEFICIARY:** As designated by you as of the Issue Date unless changed in accordance with the Contract provisions.

**WITHDRAWALS:**

**Free Withdrawal Amount:** Each Contract Year after the first, you may withdraw a portion of your Account Value free from any Withdrawal Charge. The Free Withdrawal Amount in the first Contract Year is zero. The Free Withdrawal Amount in subsequent Contract Years is equal to 10% of the Account Value as of the prior Contract Anniversary less the total of any reductions to the Account Value in the current Contract Year. The Free Withdrawal Amount is non-cumulative and may not be carried over to another Contract Year.

**Withdrawal Charge:** The Withdrawal Charge is a percentage of the amount withdrawn from the Account Value in excess of the Free Withdrawal Amount. The Withdrawal Charge is calculated at the time of each withdrawal using the appropriate withdrawal charge percentage from the following schedule:

## WITHDRAWAL CHARGE PERCENTAGES

### Number of Complete Contract Years Since Issue Date

|           |    |
|-----------|----|
| 0         | 7% |
| 1         | 6% |
| 2         | 5% |
| 3         | 4% |
| 4         | 3% |
| 5         | 2% |
| 6         | 1% |
| 7 or more | 0% |

A Withdrawal Charge will not be assessed against any withdrawal in the first Contract Year that is part of a systematic withdrawal program.

In addition to any waiver of Withdrawal Charges set forth in the Contract or Rider, no Withdrawal Charge will be deducted in the event of:

1. Any waiver included subject to the issuance of a Rider
2. If the withdrawal is to avoid federal income tax penalties or to satisfy federal income tax rules concerning minimum distributions that apply to this annuity. For purposes of this exception, we assume that this is the only contract or funding vehicle from which distributions are required to be taken and we will ignore all other account balances.
3. If you properly "recharacterize" as permitted under federal tax law your MetLife Investors traditional IRA deferred annuity or MetLife Investors Roth IRA deferred annuity.
4. If you transfer your Account Value to another MetLife Investors Insurance Company annuity and we agree in writing that none will apply.

**Minimum Partial Withdrawal:** \$500.00

**Minimum Account Value which must Remain in the Contract after a Partial Withdrawal:** \$5,000.00

### ANNUITY OPTION INFORMATION:

1. The Maturity Date is the first contract anniversary after the later of the Annuitants's 90th birthday or 10 years after issue.
2. The Annuity Date must not be less than 13 months from the Issue Date.
3. For Income Payments, the Fixed Annuity Tables are based on the Annuity 2000 Mortality Table with 7-year age setback with interest at 3.00%.

### ANNUITY SERVICE OFFICE:

MetLife Investors USA Insurance Company  
P.O. Box 10366  
Des Moines, IA, 50306-0366  
(800) 709-2906

### ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

Principal Guarantee Rider  
Waiver of Withdrawal Charge for Nursing Home or Hospital Confinement Rider  
Waiver of Withdrawal Charge for Terminal Illness Rider  
Individual Retirement Annuity Endorsement

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## Definitions

### Account Value

Is the entire amount we hold under this contract for you, adjusted for any amounts that may be included by rider and shown on the Contract Schedule during an Accumulation Period.

### Annuity Service Office

The office indicated on the Contract Schedule to which notices and requests must be sent, or as otherwise changed by notice from us.

### Annuitant

The natural person(s) on whose life Income Payments are based. Any reference to Annuitant shall also include any Joint Annuitant under an Annuity Option.

### Annuity Date

A date on which you choose to begin receiving Income Payments.

### Attained Age

The age of any Owner, Beneficiary or Annuitant on his/her last birthday.

### Beneficiary

The person(s) you name to receive a death benefit payable under this Contract upon the death of the Owner or a Joint Owner, or in certain circumstances, an Annuitant.

### Company

MetLife Investors USA Insurance Company.

### Contract Anniversary

An anniversary of the Issue Date of this Contract.

### Contract Year

A one-year period starting on the Issue Date and on each Contract Anniversary thereafter.

### Purchase Payment

The amount paid to us under this Contract as consideration for the benefits it provides.

### Income Payments

A series of payments made by us during an Income Period, which we guarantee as to dollar amount.

### Income Period

A Period starting on an Annuity Date during which Income Payments are payable.

### Issue Date

The date this Contract was issued. The Issue Date is shown on the Contract Schedule.

### Joint Owner

If there is more than one Owner, each Owner shall be a Joint Owner of the Contract.

### Notice

Any form of communication providing information we need, either in a signed writing or another manner that we approve in advance. All Notices to us must be sent to our Annuity Service Office and received in good order. To be effective for a Business Day, a Notice must be received in good order prior to the end of that Business Day.

### Owner

The person(s) entitled to the ownership rights under this Contract. If Joint Owners are named, all references to Owner shall mean Joint Owners. (Referred to as "you or yours.")

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## General Provisions

### The Contract

The Contract consists of this Contract and any attached riders or endorsements. We may require this Contract to be returned to us prior to the payment of any benefit. It is important to review any riders or endorsements. In case of conflict with any other provision of this Contract the provisions of the Rider or Endorsement will control.

To preserve this Contract's status as an annuity and comply with Section 72 of the Internal Revenue Code, as amended and applicable Treasury Regulations, we may, if necessary amend this Contract. We will notify you of any amendments and, when required by law, we will obtain your approval and the approval of the appropriate regulatory authority.

### Non-Participating

This Contract will not share in any distribution by us of Company dividends.

### Misstatement of Age or Sex

We may require proof of age or sex of the Annuitant, Owner and/or Beneficiary before making any payments under this Contract that are measured by the Annuitant's, Owner's or Beneficiary's life. If the age or sex of the Annuitant, Owner or Beneficiary has been misstated, the amount payable will be the amount that the Account Value would have provided at the correct age and sex.

Once Income Payments have begun, any underpayments will be made up in one sum with the next Income Payment or in any other manner agreed to by us. Any overpayments will be deducted first from future Income Payments.

### Protection of Proceeds

The Contract and payments under it will be exempt from the claims of creditors to the extent permitted by law.

### Reports

At least once each year we will furnish you with a report showing the Account Value and any other information as may be required by law. Reports will be sent to your last known address.

### Premium and Other Taxes

We reserve the right to deduct from the Purchase Payments or Account Value any taxes paid by us to any governmental entity relating to this Contract (including without limitation: premium taxes, federal, state and local withholding of income, estate, inheritance and other taxes required by law, and any new or increased state income taxes that may be enacted into law).

We will, at our sole discretion, determine when taxes relate to the Contract, including for example when they have resulted from: receipt by us of the Purchase Payment; commencement of Income Payments, payment of death benefits; or partial and full withdrawals; and any new or increased taxes which become effective that are imposed on us and which relate to the Purchase Payments, or Interest Earnings.

We may, at our sole discretion pay taxes when due and make a deduction from the Account Value at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date.

### Evidence of Survival

We may require proof that any person(s) on whose life Income Payments are based is alive. We reserve the right to discontinue Income Payments until satisfactory proof is received.

### Modification of Contract

This Contract may be changed by us in order to maintain compliance with applicable state and federal law. Only our President, Vice-President or Secretary is authorized to modify this policy.

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## **Annuitant, Ownership, Assignment Provisions**

### **Owner**

You, as the Owner, have all the interest and rights under this Contract. The Owner is the person designated on the Contract Schedule, unless changed.

You may change the Owner at any time. A request for change must be by Notice and will become effective as of the date the Notice is signed. A new designation of Owner will not apply to any payment made or action taken by us prior to the time the new designation was recorded at our Annuity Service Office. Any change of Owner is subject to our underwriting rules in effect at the time of the request.

### **Joint Owner**

A Contract may be owned by Joint Owners, limited to natural persons. Either Joint Owner can exercise all rights under the Contract unless you inform us otherwise as indicated on the Contract Schedule or in a Notice to us. Upon the death of either Owner, the surviving Joint Owner will be deemed to be the primary Beneficiary unless you inform us otherwise. Any other Beneficiary designation will be treated as a contingent Beneficiary unless otherwise indicated on the Contract Schedule or in a Notice to us.

### **Annuitant**

The Annuitant is the person designated by you as of the Issue Date, unless changed prior to an Annuity Date. Unless the Contract is owned by a non-natural person, you may change the Annuitant at any time prior to an Annuity Date. Any change of Annuitant is subject to our underwriting rules in effect at the time of the request.

### **Assignment**

You may assign your rights under this Contract prior to the start of Income Payments unless restricted by applicable law. If your contract is assigned absolutely, we will treat it as a change of ownership and all rights will be transferred. We are not bound by any assignment unless it is in writing. We are not responsible for the validity of any assignment. Assignments will be subject to all payments made and actions taken by us before a signed copy of the assignment form is recorded by us at our Annuity Service Office. After Income Payments start, your contract may not be assigned.

## **Beneficiary Provisions**

### **Beneficiary**

The Beneficiary is the person(s) named on the Contract Schedule or the surviving Joint Owner, unless changed. Unless you provide otherwise, the death benefit will be paid to or in equal shares as follows:

1. to the primary Beneficiary(ies) who survive you (or who survive the Annuitant if the Owner is a non-natural person); or if there are none, then
2. to the contingent Beneficiary(ies) who survive you (or who survive the Annuitant if the Owner is a non-natural person); or if there are none, then
3. to your estate.

### **Change of Beneficiary**

Subject to the rights of any irrevocable Beneficiary, you may change the primary Beneficiary or contingent Beneficiary. A change may be made by filing a Notice with us. The change will take effect as of the date the Notice is signed, but we will not be liable for any payment made or action taken before we have recorded the change.

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## Account Value Provisions

### Purchase Payment

The Purchase Payment is due on the Issue Date.

### Interest to be Credited

We guarantee that the interest credited to your Account Value will not be less than the Minimum Guaranteed Interest Rate shown on the Contract Schedule. We may credit additional interest at our discretion.

The initial interest rates and guarantee periods are set by us in advance. [Thereafter, a new guarantee period and a new interest rate may apply to your Account Value. The new interest rate and guarantee period will be set by us in advance and will apply for at least 12 months. Interest will be credited to the Account Value on a daily basis. We may declare interest rates for different periods. If we do so we will tell you in advance.]

### Account Value

On the Issue Date the Account Value is the Purchase Payment. Thereafter, it is the sum of the Purchase Payment plus any interest credited by us, less the amount of any withdrawals, and Premium or Other Taxes.

## Withdrawal Provisions

### Withdrawals

Prior to the Annuity Date, you may, upon Notice to us, request a full or partial withdrawal and we will withdraw an amount from the Account Value ("the amount withdrawn.") The Account Value will be reduced by the amount withdrawn. The amount payable to you will be a net amount equal to the amount withdrawn adjusted for any Withdrawal Charge and Premium and Other Taxes.

The amount withdrawn from the Account Value must not be less than the minimum shown on the Contract Schedule, or, if smaller, the remaining Account Value. If the withdrawal would result in the Account Value being less than the Minimum Account Value shown on the Contract Schedule we will treat the withdrawal request as a request for a full withdrawal.

If you request a full or partial withdrawal, the amount withdrawn after adjustments for any Withdrawal Charge will result in our paying you a net amount. The net amount payable to you is equal to (a)-(b)-(c), where:

- (a) is the amount withdrawn from the Account Value, and
- (b) is the Withdrawal Charge, if any, as described on the Contract Schedule, and
- (c) is the Premium and Other Taxes, if any.

If you request a full withdrawal, the amount withdrawn will be all of the remaining Account Value.



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## Death Benefit Provisions

### Death of Owner During the Accumulation Period

During the Accumulation Period, the death benefit will be paid to your Beneficiary(ies) upon your death, or the first death of a Joint Owner. If the Contract is owned by a non-natural person, the Annuitant will be deemed the Owner for purposes of determining the death benefit. If there are Joint Owners, the age of the oldest will be used to determine the death benefit where applicable.

### Death Benefit Amount During the Accumulation Period

The "Death Benefit Amount" is the Account Value determined as of the end of the Business Day on which we have received Notice of both due proof of death and the first acceptable election for the payment method. We may pay the Account Value by placing it in an account that earns interest and to which the Beneficiary will have immediate access.

### Death Benefit Options During the Accumulation Period

In the event an Owner dies during the Accumulation Period, a Beneficiary must choose payment of the death benefit under one of the options below (unless the Owner has previously chosen an option). The death benefit options available under the Contract are:

**Option 1**—lump sum payment of the death benefit; or

**Option 2**—the payment of the entire death benefit within five years of the date of death of the Owner or the first Joint Owner to die; or

**Option 3**—payment of the death benefit under an Annuity Option or other option acceptable to us over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the Owner or the first Joint Owner to die.

Any portion of the death benefit not applied under Option 3 within one (1) year of the date of the Owner's or Joint Owner's death must be distributed within five years of the date of death.

### Beneficiary Continuation Options During Accumulation Period

We offer two types of Beneficiary Continuation Options during the Accumulation Period: the Spousal Continuation and Non-Spousal Beneficiary Continuation Options described below. We must receive Notice of the election of one of these Beneficiary Continuation Options by the end of the 90th day after we receive Notice of due proof of death. If the surviving spouse qualifies for Spousal Continuation and has not chosen one of the death benefit options above by the end of the 90 day period, the Spousal Continuation Option will be automatically applied on the 90th day. If a Non-Spousal Beneficiary qualifies for Non-Spousal Beneficiary Continuation and has not chosen one of the death benefit options above by the end of the 90 day period, the Non-Spousal Beneficiary Continuation Option will be automatically applied on the 90th day.

#### Spousal Continuation During Accumulation Period

If the Owner dies during the Accumulation Period and the Beneficiary is his or her spouse, the spouse may choose to continue the Contract in his or her own name and exercise all the Owner's rights under the Contract. The Death Benefit Amount under the continued contract payable upon the continuing spouse's death will be computed as described above in the Death Benefit Amount During the Accumulation Period section. No additional Purchase Payments may be made during the continuation period.

#### Non-Spousal Beneficiary Continuation During Accumulation Period

A Beneficiary who is not a spouse can choose to continue the Contract until the fifth anniversary of the Owner's death. The Contract can be continued by a Beneficiary only if his or her share of the death benefit is at least equal to our published minimum for this right. If the Beneficiary continues the Contract under this provision his or her share will not be paid. It will instead be continued in the Contract on the date we determine the Death Benefit Amount. Such Beneficiary will have the right to make partial and full withdrawals of his/her share of the Contract. During this continuation period no additional Purchase Payments can be made.

During the continuation period the Beneficiary can choose to receive his/her share of this Contract in a single lump sum payment or apply it to an Annuity Option or other option acceptable to us that must be payable for the life of the Beneficiary or for a term no longer than the life expectancy of the Beneficiary starting within one year after the death of the Owner.

On the fifth anniversary of the Owner's death any Beneficiary will be paid his/her share of the Account Value in a single lump sum payment and this Contract will terminate.

#### **Death of Owner During the Income Period**

If the Owner or a Joint Owner, who is not the Annuitant, dies during the Income Period, any remaining payments under the Annuity Option chosen will continue at least as rapidly as under the method of distribution in effect at the time of the Owner's death. Upon the death of the Owner or a Joint Owner during the Income Period, the Beneficiary becomes entitled to exercise the rights of the Owner. If an Owner is the Annuitant, the death benefit, if any, will be as specified in the Annuity Option chosen.

#### **Death of Annuitant During Accumulation Period**

Upon the death of an Annuitant, who is not the Owner or Joint Owner, during the Accumulation Period, the Owner (or Oldest Joint Owner) automatically becomes the Annuitant, unless the Owner chooses a new Annuitant subject to our underwriting rules in effect at the time of the request for this change. If the Owner is a non-natural person, the death of the Annuitant will be treated as the death of an Owner.

#### **Death of Annuitant During Income Period**

Upon the death of the Annuitant during the Income Period, the death benefit, if any, will be as specified in the Annuity Option chosen. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

#### **Payment of Death Benefit**

We will require Notice of both due proof of death and an acceptable election for the payment method before any death benefit is paid. Our obligations are subject to all payments made and actions taken by us before our receipt of Notice of due proof of death.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments.

Notwithstanding any provision of this Contract to the contrary, this Contract will be construed and administered in accordance with Section 72 (s) of the Internal Revenue Code, as amended.

## **Annuity Provisions**

#### **Election of Annuity Option**

The Annuity Option is chosen by you or your Beneficiary in a form satisfactory to us. We will automatically send you information about Annuity Options before your Annuity Date. If you do not choose an Annuity Option, make a full withdrawal by the Maturity Date, or ask us to continue the Contract by the Maturity Date, we will automatically pay you under Option 2-Life Annuity with Ten (10) Years of Income Payments Guaranteed. You can make or change or revoke your Annuity Option choice before the death benefit becomes payable or the Annuity Date, whichever occurs first.

#### **Annuity Options**

You may choose to receive Income Payments monthly, quarterly, semi-annually or annually. The following Annuity Options, or any other options acceptable to you and us, may be chosen:

##### **Option 1: Life Annuity**

Income Payments that are paid as long as the Annuitant is living.

##### **Option 2: Life Annuity with 10 years of Income Payments Guaranteed**

Income Payments that continue as long as the Annuitant is living but are guaranteed to be paid for a number of years.

##### **Option 3: Joint and Last Survivor Life Annuity**

Income Payments that are paid as long as either of two Annuitants is living.

##### **Option 4: Joint and Last Survivor Annuity with 10 Years of Income Payments Guaranteed**

Income Payments that continue as long as either of the two Annuitants are living but are guaranteed to be paid for a number of years.

If, as of the Annuity Date, the then current Annuity rates applicable to this class of contracts provide an Income Payment greater than the one guaranteed under this Contract for the same Annuity Option, then the greater payment will be made.

#### **Income Payments**

Income Payments are based upon the Annuity Option chosen, the Annuitant's Attained Age and sex, and the appropriate Fixed Annuity Table. These payments will be reduced by any applicable charges and fees as described in the Contract Schedule.



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**Frequency and Amount of Income Payments**

Income Payments will be paid as monthly installments or at any frequency acceptable to you and us. [If the amount of the Account Value to be applied under an Annuity Option is less than \$5,000, we reserve the right to make one lump sum payment in lieu of Income Payments. If the amount of the first Income Payment would be less than \$100, we may reduce the frequency of payments to an interval which will result in the payment being at least \$100, but no less than annually.]

**Basis of Payments**

The Annuity Tables are based on the tables defined under the Annuity Option Information described in the Contract Schedule. The amount of each Income Payment is guaranteed by us.

**FIXED ANNUITY TABLES**

**AMOUNT OF FIRST MONTHLY INCOME PAYMENT**

**PER \$1000 OF ACCOUNT VALUE**

**Annuitant Only**

**Option 1: Life Annuity**

| <i>Attained Age<br/>of Annuitant</i> | <b>Male</b> | <b>Female</b> |
|--------------------------------------|-------------|---------------|
| 55                                   | 3.95        | 3.72          |
| 60                                   | 4.30        | 4.01          |
| 65                                   | 4.75        | 4.40          |
| 70                                   | 5.37        | 4.92          |
| 75                                   | 6.24        | 5.64          |
| 80                                   | 7.43        | 6.68          |
| 85                                   | 9.08        | 8.22          |

**Option 2: Life Annuity with 10  
Years of Income Payments Guaranteed**

| <i>Attained Age<br/>of Annuitant</i> | <b>Male</b> | <b>Female</b> |
|--------------------------------------|-------------|---------------|
| 55                                   | 3.93        | 3.71          |
| 60                                   | 4.26        | 3.99          |
| 65                                   | 4.68        | 4.36          |
| 70                                   | 5.23        | 4.84          |
| 75                                   | 5.92        | 5.47          |
| 80                                   | 6.73        | 6.29          |
| 85                                   | 7.61        | 7.26          |

**Option 3: Joint and Last Survivor Life Annuity**

| <i>Age of Female Joint Annuitant</i>      |                             |                            |                     |                          |                           |
|---|-----------------------------|----------------------------|---------------------|--------------------------|---------------------------|
| <i>Attained Age<br/>of Male Annuitant</i> | <b>10 Years<br/>Younger</b> | <b>5 Years<br/>Younger</b> | <i>Same<br/>Age</i> | <b>5 Years<br/>Older</b> | <b>10 Years<br/>Older</b> |
| 55  | 3.21                        | 3.33                       | 3.44                | 3.56                     | 3.66                      |
| 60  | 3.37                        | 3.52                       | 3.67                | 3.81                     | 3.94                      |
| 65  | 3.58                        | 3.77                       | 3.96                | 4.15                     | 4.33                      |
| 70  | 3.84                        | 4.09                       | 4.35                | 4.61                     | 4.85                      |
| 75  | 4.19                        | 4.53                       | 4.89                | 5.25                     | 5.58                      |
| 80  | 4.66                        | 5.13                       | 5.64                | 6.15                     | 6.59                      |
| 85  | 5.31                        | 5.98                       | 6.71                | 7.42                     | 8.02                      |

**Option 4: Joint and Last Survivor Annuity with 10 years of Income Payments Guaranteed**

| <i>Age of Female Annuitant</i>            |                             |                            |                     |                          |                           |
|---|-----------------------------|----------------------------|---------------------|--------------------------|---------------------------|
| <i>Attained Age<br/>of Male Annuitant</i> | <b>10 Years<br/>Younger</b> | <b>5 Years<br/>Younger</b> | <i>Same<br/>Age</i> | <b>5 Years<br/>Older</b> | <b>10 Years<br/>Older</b> |
| 55  | 3.21                        | 3.33                       | 3.44                | 3.55                     | 3.66                      |
| 60  | 3.37                        | 3.52                       | 3.67                | 3.81                     | 3.94                      |
| 65  | 3.58                        | 3.76                       | 3.96                | 4.15                     | 4.32                      |
| 70  | 3.84                        | 4.09                       | 4.35                | 4.60                     | 4.83                      |
| 75  | 4.19                        | 4.52                       | 4.87                | 5.22                     | 5.51                      |
| 80  | 4.65                        | 5.10                       | 5.58                | 6.03                     | 6.38                      |
| 85  | 5.27                        | 5.88                       | 6.50                | 7.02                     | 7.35                      |

Monthly installments for ages not shown will be furnished on request.



MetLife Investors USA Insurance Company  
222 Delaware Avenue, Suite 900  
P.O. Box 25130  
Wilmington, DE 19899

#### **PRINCIPAL GUARANTEE RIDER**

This Rider forms a part of the Contract to which it is attached and is effective as of the Issue Date. In the case of a conflict with any provision of the Contract, the provisions of this Rider will control. Your election of this Rider is irrevocable and its provisions will remain part of the Contract until the Contract terminates. This Rider amends the Contract as follows:

#### **PRINCIPAL GUARANTEE**

The Principal Guarantee provides that the amount payable upon full withdrawal will in no event be less than the Purchase Payment credit to the annuity, less the sum of any prior amounts payable to you as described in the Withdrawal Provision of the contract, less Premium and Other Taxes.

MetLife Investors USA Insurance Company has caused this Rider to be signed by its President or Secretary.

A handwritten signature in cursive script, reading "Richard C. Pearson".

Secretary

A handwritten signature in cursive script, reading "Michael J. Smith".

President

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Wilmington, DE 19899

## **WAIVER OF WITHDRAWAL CHARGE FOR NURSING HOME OR HOSPITAL CONFINEMENT RIDER**

This Rider forms a part of the Contract to which it is attached and is effective as of the Issue Date. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control. This Rider is irrevocable and its provisions will remain part of the Contract until the earlier of the Annuity Date or the date the Contract terminates. This Rider amends the Contract as follows:

The following provisions are added to the Contract:

### **WAIVER OF WITHDRAWAL CHARGE FOR NURSING HOME OR HOSPITAL CONFINEMENT**

After the first Contract Anniversary, the Withdrawal Charge attributable to such withdrawal will be waived upon a withdrawal if:

1. you are confined to a Nursing Home and/or Hospital for at least 90 consecutive days or confined for a total of at least 90 days if there is no more than a 6-month break in the confinement and the confinements are for related causes;
2. the first confinement referred to in (1) above begins on or after the first Contract Anniversary;
3. the withdrawal request and proof satisfactory to us of confinement are received by us at our Annuity Service Office either while you are confined or within 90 days after such confinement;
4. confinement in a Nursing Home and/or Hospital is prescribed by a Physician and is Medically Necessary;
5. you have been the Owner continuously since the Issue Date, or you are a Spousal Beneficiary who continues the Contract under the Spousal Continuation During Accumulation Period Option; and
6. you were less than the Maximum Nursing Home or Hospital Confinement Rider Issue Age specified on the Contract Schedule on the Issue Date.

In the case of Joint Owners, this Rider applies to either Joint Owner. If the Owner is not a natural person, this Rider applies to the Annuitant provided the Annuitant has continuously been the Annuitant since the Issue Date.

## **DEFINITIONS**

**Hospital** - A facility which:

1. is located in the United States or its territories;
2. is licensed as a hospital by the jurisdiction in which it is located;
3. is supervised by a staff of licensed physicians;
4. provides nursing services 24 hours a day by, or under the supervision of, a registered nurse (R.N.);
5. operates primarily for the care and treatment of sick and injured persons as inpatients for a charge; and
6. has access to medical and diagnostic facilities.

**Intermediate Care Facility** - A facility which:

1. is located in the United States;
2. is licensed and operated as an Intermediate Care Facility according to the laws of the jurisdiction in which it is located;

3. provides continuous 24 hours a day nursing service by, or under the supervision of, a registered graduate professional nurse (R.N.) or a licensed practical nurse (L.P.N.);

**Medically Necessary** - Appropriate and consistent with the diagnosis in accord with accepted standards of practice and which could not have been omitted without affecting the individual's condition.

**Nursing Home** - A facility which is a Skilled Nursing Facility, an Intermediate Care Facility or Residential Care Facility. Nursing Home does not mean:

1. a home for the aged, a community living center or place that primarily provides domiciliary, residency or retirement care; or
2. a place owned or operated by a member of the Owner's immediate family. Immediate family members include the Owner's spouse, children, parents, grandparents, grandchildren, siblings and in-laws.

**Physician** - Any person duly licensed and legally qualified to diagnose and treat sickness and injuries. A physician must be providing services within the scope of his or her license. A Physician may not be a member of the Owner's immediate family.

**Residential Care Facility** - A facility which:

1. is located in the United States or its territories;
2. is licensed and operated as a Residential Care Facility according to the laws of the jurisdiction in which it is located; and
3. provides nursing care under the supervision of a registered professional nurse (R.N.).

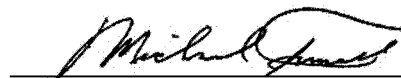
**Skilled Nursing Facility** - A facility which:

1. is located in the United States or its territories;
2. is licensed and operated as a skilled Nursing Facility according to the laws of the jurisdiction in which it is located;
3. provides skilled nursing care under the supervision of a licensed physician;
4. provides continuous 24 hours a day nursing services by, or under the supervision of, a registered graduate professional nurse (R.N.);

MetLife Investors USA Insurance Company has caused this Rider to be signed by its President or Secretary.



Secretary



President



MetLife Investors USA Insurance Company  
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P.O. Box 25130  
Wilmington, DE 19899

## **WAIVER OF WITHDRAWAL CHARGE FOR TERMINAL ILLNESS RIDER**

This Rider forms a part of the Contract to which it is attached and is effective as of the Issue Date. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control. This Rider is irrevocable and its provisions will remain in part of the Contract until the earlier of the Annuity Date or the date the Contract terminates. This Rider amends the Contract as follows:

The following provisions are added to the Contract:

### **WAIVER OF WITHDRAWAL CHARGE FOR TERMINAL ILLNESS**

After the first Contract Anniversary, the Withdrawal Charge attributable to such withdrawal will be waived upon a withdrawal if:

1. you are terminally ill and not expected to live more than 12 months;
2. a Qualified Physician certifies to your illness and life expectancy;
3. you had not been diagnosed with the terminal illness as of the Issue Date;
4. you have been the Owner continuously since the Issue Date or you are a Spousal Beneficiary who continues the Contract under the Spousal Continuation During Accumulation Period Option; and
5. you were less than the Maximum Terminal Illness Rider Issue Age specified on the Contract Schedule on the Issue Date.

In the case of Joint Owners, this Rider applies to either Joint Owner. If the Owner is a not a natural person, this Rider applies to the Annuitant provided the Annuitant has continuously been the Annuitant since the Issue Date.

Qualified Physician is any person duly licensed and legally qualified to diagnose and treat sickness and injuries. A physician must be providing services within the scope of his or her license. A Physician may not be a member of the Owner's immediate family. Immediate family members include the Owner's spouse, children, parents, grandparents, grandchildren, siblings and in-laws.

MetLife Investors USA Insurance Company has caused this Rider to be signed by its President or Secretary.

Secretary

President

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P.O. Box 25130  
Wilmington, DE 19899

## INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement forms a part of the Contract to which it is attached. The effective date of the provisions in this Endorsement are the same as the date of issue shown on the Contract Schedule page, or the date the provision is required under the Federal tax law, if later. If there is a conflict between the terms of the Contract (including any prior endorsements or riders thereto) and the terms of this Endorsement, this Endorsement controls. However, the Contract may contain further restrictions (including but not limited to the types and number of contributions which will be accepted), which will continue to apply to the extent consistent with Federal tax law.

Term used in this Endorsement.

(a) "We" or the "Company", means MetLife Investors USA Insurance Company.

(b) "Annuitant", "You", and "Your" refer to the measuring life who is also the owner of the annuity Contract.

THE FOLLOWING PROVISIONS APPLY TO A CONTRACT WHICH IS ISSUED ON A QUALIFIED BASIS IF THE APPLICATION INDICATES IT IS TO BE ISSUED UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, ("CODE") SECTION 408(b):

1. This Contract is not transferable.
2. This Contract, and the benefits under it, cannot be sold, assigned or pledged as collateral for a loan or as security for the performance of an obligation.
3. The Owner is the Annuitant.
4. The Annuitant's entire interest in this Contract is nonforfeitable.
5. This Contract is established for the exclusive benefit of the Annuitant and the Annuitant's beneficiary(ies).
6. Any refund of contributions (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future contributions or the purchase of additional benefits.
7. Contributions:
  - a) Except in the case of a rollover contribution or a non-taxable transfer (as permitted by Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16)), or a contribution under a Simplified Employee Pension (SEP) under section 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:
    - \$3,000 for any taxable year beginning in 2002 through 2004;
    - \$4,000 for any taxable year beginning in 2005 through 2007; and
    - \$5,000 for any taxable year beginning in 2008 and years thereafter.
  - b) After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(C). Such adjustments will be in multiples of \$500.
  - c) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by:
    - \$500 for any taxable year beginning in 2002 through 2005; and
    - \$ 1,000 for any taxable year beginning in 2006 and years thereafter.

8. No contribution will be accepted under a SIMPLE plan established by any employer pursuant to Code Section 408(p). No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE plan.

9. Distributions in the form of an annuity:

- a) The distribution of the Annuitant's interest in the Contract shall be made in accordance with the requirements of Code section 408(b)(3) and the regulations there under, the provisions of which are herein incorporated by reference.
- b) Distributions under the annuity payment options in the Contract must commence to be distributed, no later than the first day of April following the calendar year in which the Annuitant attains age 70½, (the "required beginning date"), over (a) the life of the Annuitant, or the lives of the Annuitant and his or her designated beneficiary within the meaning of section 401(a)(9) ("designated beneficiary"), or (b) a period certain not extending beyond the life expectancy of the Annuitant, or the joint and last survivor expectancy of the Annuitant and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than one year. In addition, payments must be either non-increasing or they may increase only as provided in Q&As -1 and -4 of section 1.401(a)(9)-6T of the Temporary Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6T.
- c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in section 1.401(a)(9)-6T of the Temporary Income Tax Regulations.
- d) The first required payment can be made as late as April 1 of the year following the year the individual attains 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.
- e) The interest in the Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of section 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.

10. Distributions in a form other than an annuity:

- a) The distribution of the Annuitant's interest in the Contract shall be made in accordance with the requirements of Code section 408(a)(6) and the regulations there under, the provisions of which are herein incorporated by reference.
- b) The entire value of the Contract will commence to be distributed no later than the first day of April following the calendar year in which the Annuitant attains age 70½ (the "required beginning date") over the life of the Annuitant or the lives of the Annuitant and his or her designated beneficiary.
- c) The amount to be distributed each year, beginning with the calendar year in which the Annuitant attains age 70½ and then for each succeeding calendar year, shall not be less than the quotient obtained by dividing the annuitant's benefit ("Account Value") by the distribution period provided in the Uniform Lifetime Table in Q&A-2 of section 1.401(a)(9)-9 of the Income Tax Regulations, using the Annuitant's age as of his or her birthday in the year. However, if the Annuitant's sole designated beneficiary is his or her surviving spouse and such spouse is more than 10 years younger than the individual, then the distribution period is determined under the Joint and Last Survivor Table in Q&A-3 of section 1.401(a)(9)-9 using the ages as of the Annuitant's and spouse's birthdays in the year.
- d) The required minimum distribution for the year the Annuitant attains age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

11. The Account Value includes the amount of any outstanding rollover, transfer and recharacterization under Q&As -7 and -8 of section 1.408-8 of the Income Tax Regulations.

12. If the Annuitant has more than one individual retirement annuity or account ("IRA"), the amount of the required minimum distribution must be determined separately for each IRA and then aggregated to determine the required minimum distribution for the year. However, the Annuitant shall be permitted to withdraw this required minimum distribution in any year from any one or a combination of his or her IRAs in accordance with the Federal income tax rules. Notwithstanding anything in the Contract to the contrary, if the Annuitant does not elect to receive a distribution from this Contract to satisfy the minimum distribution, we will assume that the Annuitant is receiving the required amount from another IRA. The Annuitant shall be responsible in such instance for determining whether the minimum distribution requirements are met, and the Company shall have no responsibility for such determination.

13. If the Annuitant dies after distributions have begun the following rules apply:

- a) where distributions have begun under a permissible income annuity option, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Annuitant's death;
- b) if distributions have begun in a form other than a permissible annuity payment option, payments must be made over a period not extending beyond the remaining life expectancy of the designated beneficiary as provided in the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations (or over a period no longer than the remaining life expectancy of the Annuitant in the year of death, if longer, or where there is no designated beneficiary). Payment must commence no later than December 31<sup>st</sup> of the calendar year following the calendar year of the Annuitant's death.

If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's (or Annuitant's) age in the year of the Annuitant's death, reduced by one (1) for each subsequent year.

14. If the Annuitant dies before distributions have begun, the entire amount payable to the beneficiary will be distributed no later than December 31 of the calendar year which contains the fifth anniversary of the date of the Annuitant's death except to the extent that an election is made to receive distributions in accordance with (a) or (b) below:

- a) if any portion of the Contract proceeds is payable to a designated beneficiary, distributions may be made in installments over the life or over a period not extending beyond the life expectancy of the designated beneficiary commencing no later than December 31 of the calendar year immediately following the calendar year in which the Annuitant died;
- b) if the sole designated beneficiary is the Annuitant's surviving spouse, and benefits are to be distributed in accordance with (a) above, distributions must begin on or before the later of (a) December 31 of the calendar year immediately following the calendar year in which the Annuitant died or (b) December 31 of the calendar year in which the Annuitant would have attained age 70½. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed no later than December 31 of the calendar year which contains the fifth anniversary of the Annuitant's death, or, if elected, in accordance with paragraph (a) above, starting by December 31 of the calendar year following the calendar year of the spouse's death. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

15. Special Rules for Distributions After the Annuitant's Death:

- a) If the designated beneficiary is the Annuitant's surviving spouse, to the extent permitted under the tax law, the spouse may instead of receiving distributions under sections 13 and 14, treat the Contract as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a regular IRA contribution to the Contract, makes a rollover to or from such Contract, or fails to elect any of the above provisions.

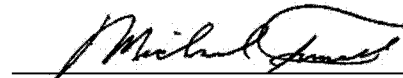
- b) For purposes of distributions beginning after the annuitant's death, life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. The life expectancy of the surviving spouse shall be recalculated each year (except as provided under Income Tax Regulations after the death of the surviving spouse). In all other cases, life expectancies shall be calculated using the attained age of such beneficiary during the calendar year in which distributions are required to begin pursuant to this section, and payments for any subsequent calendar year shall be calculated based on such life expectancy reduced by one for each calendar year which has elapsed since the calendar year life expectancy was first calculated. Life expectancy for distributions under an annuity payment option available under the Contract may be recalculated.
- c) Distributions are considered to have begun if distributions are made on account of the individual reaching his or her required beginning date or if prior to the required beginning date distributions irrevocably commence to an individual over a period permitted and in an annuity form acceptable under the Code or Income Tax Regulations.
16. The company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
17. This contract does not require fixed premiums or contributions. However, if we do not receive an initial contribution within 120 days of the Contract issue date, this Contract may be cancelled. Also, we may if permitted by law, cancel your Contract by paying you its contract value if (a) we do not receive any contributions under your Contract for at least two full consecutive policy years; (b) the contract value is less than \$2,000; and (c) such contract value if accrued with interest to age (70½) at the minimum interest rate specified in the Contract will provide an income payment of less than \$20 per month if calculated under the basis described in the Contract and exhibits thereto.
18. In order to continue to qualify this annuity Contract as an IRA under section 408(b) and to comply with Federal income tax rules, we have the right to interpret its provisions in accordance with the Code, including without limitation section 408(b), section 401(a)(9) and the regulations there under. We may amend this Contract to reflect changes in the tax law. We will notify you of any such amendments and, when required by law, we will obtain the approval of the appropriate regulatory authority.

All other terms and conditions of the Contract remain unchanged.

MetLife Investors USA Insurance Company has caused this Endorsement to be signed by its President and Secretary.



Secretary



President

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**INDIVIDUAL SINGLE PREMIUM PAYMENT**

**DEFERRED FIXED ANNUITY CONTRACT**

**NONPARTICIPATING**

**NO DIVIDENDS**



MetLife Investors USA Insurance Company  
222 Delaware Avenue, Suite 900  
P.O. Box 25130  
Wilmington, DE 19899





MetLife Investors Insurance Company  
First MetLife Investors Insurance Company  
MetLife Investors USA Insurance Company

### ***IRA DISCLOSURE STATEMENT***

This Disclosure Statement describes some of the statutory and regulatory provisions applicable to individual retirement annuities ("IRA"). Internal Revenue Service regulations require that this be given to each person desiring to establish an IRA. The tax rules regarding an IRA are very complex. Each individual is advised to seek competent tax advice prior to establishing an IRA.

#### **A. RIGHT TO REVOKE**

Within seven days of the date you receive your Contract, you may revoke it and receive a refund of 100% of your money. You may have additional rights to cancel your Contract under your Contract's "free look" provision. See your Contract for details. Revocation may be made by wire or written notice to MetLife Investors USA Insurance Company, Policy Service Office, P.O. Box 10366, Des Moines, Iowa 50306-0366. (For express mail only: 4700 Westown Parkway, Suite 200, West Des Moines, Iowa 50266-6718). Written notice will be deemed mailed on the date of the postmark (or certification or registration if mailed in that manner) if it is deposited in the mail in the U.S., first class postage prepaid, properly addressed. Please note that this right to revoke with a return of purchase applies only to the initial issuance of the Contract; it does not apply to any amendments, endorsements or Roth conversions.

#### **B. INTERNAL REVENUE CODE REQUIREMENTS**

Your IRA Contract is created by signing the Application and making a purchase payment. Your IRA Contract is for your exclusive benefit and that of your beneficiaries. The Contract meets the IRA requirements of the Internal Revenue Code (the "IRC") as shown below:

1. It is an individually allocated Contract issued by an insurance company and the premiums are not fixed.
2. Your interest in the Contract is nonforfeitable.
3. The Contract is nontransferable by you and it may not be used as collateral for a loan nor as security for the performance of any obligation.
4. Maximum contributions are stated in "Allowance of Deduction and Eligibility" below.
5. Your entire interest in the Contract must begin to be distributed to you by April 1 of the calendar year following the calendar year during which you attain age 70½ ("Required Beginning Date"). Distributions may be made in the form of an income annuity. The guaranteed period of any annuity option cannot extend beyond your life expectancy and in the case of a Joint and Survivor Life Annuity, the life expectancy of you and your designated beneficiary. Life expectancy for distributions under term-certain annuities and for the guaranteed period under life annuities (or joint and survivor annuities) may not be recalculated.

Under new final regulations and new temporary and proposed income tax regulations issued in April 2002 (the "New Rules"), the distribution periods may take into account the new lifetime distribution table which is based on the age of the owner and a hypothetical beneficiary who is ten years younger than the owner. In the case of a spousal beneficiary who is more than 10 years younger than the owner, the New Rules may permit term certain periods to be as long as the actual joint and last survivor expectancies.

Payments under an income annuity must be made in periodic payments at intervals of no longer than one year. In addition, payments must be either non-increasing or they may increase only as provided in Q & A -1 and -4 of Section 1.401(a)(9)-6T of the New Rules. Under these rules, payments may increase, for example, under a variable annuity due to the investment experience as well as other actuarial factors.

Additionally, all distributions must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6T. Under these rules pertaining to an annuity form of distributions, the term certain period or guaranteed period under a life contingent annuity may not exceed the period under the new lifetime distribution table computed at issue without recalculation.

Additionally, under a joint and survivor annuity, these rules require a reductions in annuity payments after your death to the surviving annuitant who is more than 10 years younger than you. These rules do not apply for certain types of annuities where the designated beneficiary or surviving annuitant is your spouse.

If required distributions are to be made in a form other than one of the annuity payment options contained in the Contract, then the entire value of the Contract will commence to be distributed no later than the Required Beginning Date, over your life or the joint lives of you and your designated beneficiary.

The amount to be distributed each year, beginning with the first calendar year for which distributions are required and then for each succeeding calendar year, shall not be less than the quotient obtained by dividing your interest in the Contract at the end of the preceding calendar year by the distribution period as shown under the Uniform Lifetime Table, recalculated each year. If your designated beneficiary is your spouse who is more than 10 years younger than you, the applicable distribution period may not exceed the actual joint and last survivor expectancy from the new IRS joint lives table.

The required minimum distribution must be calculated separately for each IRA account or annuity that you have. However, the separately calculated amounts may then be totaled and the total distribution taken from any one or more of your IRAs.

6. If you die on or after the date that income payments have begun over a period and under a form permissible under section 1.401(a)(9)-6T of the New Rules and before the entire interest in the Contract has been distributed, the remaining portion of the interest in the Contract will be distributed at least as rapidly as the method of distribution in effect at the time of your death. In other words, payments will continue to be made as provided under the terms of your income annuity.

Otherwise, if you die on or after the Required Beginning Date, the New Rules require that any remaining interest in the Contract be distributed over (a) a period not exceeding your designated beneficiary's life expectancy or (b) your remaining life expectancy where longer than the life expectancy of your designated beneficiary, or where you do not have a designated beneficiary.

If you die before the Required Beginning Date, the entire interest in the contract must be distributed by December 31 of the calendar year, which contains the fifth anniversary of your death unless distribution is made in accordance with (a), (b) or (c) below.

- (a) If the interest is payable to a designated beneficiary, such beneficiary may elect to begin to receive the distributions for life or for a period not to exceed his or her life expectancy. Such distributions must commence by December 31 of the calendar year immediately following the calendar year in which the death occurred.
- (b) If your spouse is the beneficiary, and benefits are to be distributed in accordance with (a) above, distributions must begin on or before the later of (i) December 31 of the calendar year immediately following the calendar year in which you died or (ii) December 31 of the calendar year in which you would have attained age 70½.
- (c) If the sole beneficiary is your surviving spouse, the spouse may treat the Contract as his or her own IRA. This election will be deemed to have been made if your surviving spouse makes a regular IRA contribution to the Contract, makes a rollover to or from such Contract, or fails to elect any of the above provisions.

For purposes of the after death distribution rules in this section 6, life expectancy, beginning with the year following the year of your death is computed by use of the new single life table under the New Rules and, except for a spousal beneficiary, will be reduced by one each year and not recalculated. In the case of a spousal beneficiary, life expectancy is recalculated each year. However, upon the spousal beneficiary's death, life expectancy will be reduced by one each year thereafter for purposes of determining the appropriate distribution period.

Distributions are considered to have begun if distributions are made on account of the individual reaching his or her Required Beginning Date or if prior to the Required Beginning Date distributions irrevocably commence to an individual over a period permitted and in an annuity form acceptable under Section 1.401(a)(9)-6T of the New Rules.

For purposes of sections 5 and 6 above, the "interest" in the Contract to be distributed includes the "actuarial value" of any additional benefits such as certain enhanced death benefits in excess of the cash value of the Contract on your death.

Under the New Rules, the designated beneficiary is generally determined as of September 30th of the year following the year of death. To the extent permitted under law, this permits a beneficiary to disclaim his or her interest in the annuity within a certain period after your death in favor of a contingent beneficiary.



For the 2002 distribution year the required minimum distribution amounts under Section 5 and 6 may be determined under (a) the New Rules, (b) the rules under the 1987 proposed regulations or (c) the rules under the 2001 proposed regulations. Consult your own tax advisor to determine which method is best for you. Beginning with the 2003 distribution year, the New Rules must be used.

#### **New Required Minimum Distribution Report Requirements for IRAs**

Beginning with respect to the 2003 distribution year, the issuer of the IRA annuity contract is required to provide notice by the end of January that upon your request it will compute the required distribution amount for you (using certain assumptions). Alternatively, the issuer may satisfy this requirement by providing you with the required minimum distribution amount for the year (using the same assumptions).

Additionally, beginning in 2004, the issuer is required to notify the IRS if you subject to the minimum distribution requirements for the year.

The new reporting rules do not apply to amounts required to be distributed to a beneficiary after the owner's death.

#### **C. ALLOWANCE OF DEDUCTION AND ELIGIBILITY**

1. Annual premiums may be made up to the date your Federal Income Tax is due, not including extensions. For a calendar year taxpayer, this means you have up to and including April 15th of each year to make your contribution for the prior year.
2. Except in the case of a rollover contribution, a deductible IRA contribution may be made in an amount not exceeding the lesser of the deductible amount for the year under section 219(b)(1)(A) or 100% of compensation. Furthermore, IRA contributions of up to \$2,000 may be made for your spouse, if the combined compensation of both spouses is at least equal to the amount contributed. The spousal contribution rule applies if you and your spouse file a joint tax return for the year and the amount of compensation (if any) includible in your spouse's income is less than the compensation includible in your gross income for that tax year. (See 3. below for contribution limitations for individuals covered by employer-sponsored plans.)

**Note:** Certain annuity contracts may impose additional limits on contributions you can make including:

- (a) limits on the number of contributions you can make (e.g., an annuity contract which will only accept a single contribution, or
- (b) establishing minimum amounts on the contribution required to purchase the annuity.

Please refer to your IRA annuity contract for any specific limits, which may apply in your case.

3. If either you or your spouse, is an active participant in an employer sponsored plan and has a certain level of income, the amount of the deductible IRA contribution will be phased down and in some cases eliminated.

An individual (or his or her spouse) is an active participant in an employer sponsored tax-qualified retirement plan if under the plan, money is added to that individual's account or if the individual is eligible to earn retirement credits. An individual may be an active participant without being vested in any portion of his or her accrued benefits. Furthermore, anyone who files a joint tax return will be considered an active participant if his or her spouse is an active participant. However, if an individual return is filed, one spouse's active participation will not preclude the other spouse from making a deductible IRA contribution if the spouses live apart at all times during the taxable year. The Form W-2 which you receive from your Employer, contains a box indicating whether you are covered by any employer-sponsored plan. If you are uncertain as to your participation, you should ask your employer.

**Note:** The Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") increased the maximum annual contribution limits for traditional IRAs and added an additional "catch-up" provision for taxpayers age 50 and above. For 2002, the maximum annual contribution limit will increase to \$3,000.00 and participants 50 or older may contribute an additional \$500.00. The table below shows the deductible amount for each year including the increase in the deductible amount for the 50+ catch-up, as provided under EGTRRA. The contribution limits in excess of \$2,000 as provided under EGTRRA are set to return to the pre-EGTRRA limits after 2010 unless further action is taken by Congress.

| <u>For tax years beginning in</u> | <u>Contribution limit for taxpayers under age 50</u> | <u>Limit for taxpayers age 50 and older</u> |
|-----------------------------------|--|---|
| 2002                              | \$ 3,000   | \$3,500                                     |
| 2003                              | 3,000  | 3,500                                       |
| 2004                              | 3,000  | 3,500                                       |
| 2005                              | 4,000  | 4,500                                       |
| 2006                              | 4,000  | 5,000                                       |
| 2007                              | 4,000  | 5,000                                       |
| 2008 and after                    | 5,000  | 6,000                                       |

**Note:** the \$5,000 limit above will be adjusted for inflation in years after 2008.

With the exception of permissible rollover contributions, you may not make total contributions of more than the contribution limits shown above to all your Traditional and Roth IRAs in the aggregate for any year.

The following types of plans are considered employer sponsored plans under Section 219 of the IRC for purposes of determining active participation and limited IRA contribution deductions:

- (a) qualified plans under IRC Sections 401(a) or 403(b);
- (b) annuity contracts under IRC Section 403(b);
- (c) government sponsored plans for its employees other than deferred compensation plans under IRC Section 457;
- (d) employer pay-all plans under IRC Section 501(c)(18);
- (e) simplified employee pensions under IRC Section 408(k);
- (f) any SIMPLE IRA within the meaning of section 408(p) and
- (g) a qualified annuity plan.

Virtually all retirement plans sponsored by an employer are considered employer sponsored plans under the above categories. However, certain members of the reserve component of the Armed Forces and certain volunteer firemen will not be deemed active participants under plans sponsored by the federal or local governments. If you are an active participant (or your spouse in the case of a joint tax return) in an employer sponsored plan, the deductibility of your IRA contribution will depend on your adjusted gross income or combined adjusted gross income, in the case of a joint tax return.

Your adjusted gross income for these purposes is called "modified AGI." If you file Form 1040A, this is the amount on Page 1 "Total Income" line. If you file your tax return on Form 1040, your modified AGI is your adjusted gross income before taking any deduction for IRA contributions (and before any foreign earned income exclusion or foreign housing exclusion or deduction).

The following table applies to you if you or your spouse are deemed active participants under employer-sponsored plans:

| <u>Married and file a joint federal tax return with your spouse:</u> |                         |                         |
|--|-------------------------|-------------------------|
| <u>Taxable Year</u>  | <u>Threshold Amount</u> | <u>Phase out Amount</u> |
| 2001   | \$53,000                | \$63,000                |
| 2002   | \$54,000                | \$64,000                |
| 2003   | \$60,000                | \$70,000                |
| 2004   | \$65,000                | \$75,000                |
| 2005   | \$70,000                | \$80,000                |
| 2006   | \$75,000                | \$85,000                |
| 2007 and thereafter  | \$80,000                | \$100,000               |

| <u>Single and file a federal tax return using any non-married filing status:</u> |                         |                         |
|--|-------------------------|-------------------------|
| <u>Taxable Year</u>  | <u>Threshold Amount</u> | <u>Phase out Amount</u> |
| 2001   | \$33,000                | \$43,000                |
| 2002   | \$34,000                | \$44,000                |
| 2003   | \$40,000                | \$50,000                |
| 2004   | \$45,000                | \$55,000                |
| 2005 and thereafter  | \$50,000                | \$60,000                |

Married filing a separate return:

The Threshold Amount is generally \$0 each year and the Phase-out Range extends to \$10,000.

If your AGI is less than \$10,000 above your threshold level, you will still be able to make a limited deductible contribution. You can estimate your deduction limit using the following formula:

$$\frac{\$10,000 - \text{Excess AGI}}{\$10,000} \times \text{Maximum Allowable Deduction}$$

It should be noted that under no circumstance can your IRA contribution and deduction be greater than your earned income. In the event that both spouses are working and each have a separate IRA, the above calculation result applies to each spouse separately. If one spouse contributes less than the amount allowed to his or her IRA, the unused amount cannot be used by the other spouse. In the case of a spousal IRA for a non-working or low-income spouse, the reduced amount is applied proportionately for each spouse. Instructions for this computation and the overall reductions discussed herein are provided in the instructions for Forms 1040 and 1040A and in Publication 590, Individual Retirement Arrangements, issued by the IRS.

Effective for tax years beginning January 1, 1998, an individual is no longer considered an active participant in an employer-sponsored plan merely because the individual's spouse is an active participant. This will allow a spouse who is not an active participant to contribute up to the amount shown in section 219 (b) (1) (A) (the "deductible amount") to an IRA if the AI for the individual and spouse is not more than \$150,000. The allowable contribution is phased down for AGI amounts between \$150,000 and \$160,000. You can determine the amount which may be contributed by the non-participant by using the worksheet above (steps (a) through (d)) with the following table:

| You are Entitled To:                              | If Your Tax Filing Status Is:                   |
|---|---|
|   | Married, Filing Jointly or Qualifying Widow(er) |
| A. A full deduction if AGI is not more than       | \$150,000                                       |
| B. A partial deduction if AGI within the range of | \$150,000 to \$159,999                          |
| C. No deduction if AGI is                         | \$160,000 or more                               |

4. You may make non-deductible contributions to an IRA, to the extent that you cannot make deductible contributions. The non-deductible contributions cannot, when added to any deductible contributions, exceed the overall limits for IRA contributions (i.e. the lesser of the deductible amount or 100% of compensation). Any earnings on such non-deductible contributions are not subject to tax until distributed from the IRA. You may elect to treat a deductible contribution as a non-deductible contribution. Such election need not be made until the date for filing of the tax return for that year. You must file Form 8606 with your tax return to show the amounts designated as non-deductible contributions. A \$50 penalty may be imposed for failure to file Form 8606.
5. For a plan adopted as a SEP-IRA, see IRS Publication 590 for any forms and the other necessary requirements. The rules generally permit your employer to make a contribution which is excludable from your income in the amount of: 15% (25% beginning in 2002) of your includible compensation or \$35,000 (\$40,000 for 2002) whichever is less. You may also make additional IRA contributions to your SEP funding vehicle as permitted under the tax laws. For salary reduction SEPs ("SARSEPs") which were in existence as of December 31, 1996, the pre-tax contributions made by salary reduction are further limited, along with all salary reduction contributions made to other qualified employer plans under section 402(g). New SARSEPs cannot be established after December 31, 1996, but you can continue to make contributions to existing plans even if you became eligible to participate in the plan after December 31, 1996. Note: The Job Creation and Workers Assistance Act of 2002 increased the percentage limitation on excludable SEP contributions starting in 2002 from 15% to 25% of includible compensation, but apparently retained the requirement that compensation be reduced by all elective deferrals and similar amounts not includible in gross income.
6. You need to file IRS Form 5329 only for those years where you owe a penalty or excise tax.

7. No deductions will be allowed for contributions made during or after the calendar year during which you attain age 70½. In general, only permissible rollover contributions may be made starting in the year in which you reach 70½.
8. Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal service actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) (reduced by the deduction the self employed individual takes for contributions made to a self employed retirement plan). For purposes of this definition, Section 401(c)(2) shall be applied as if the term trade or business for purposes of Section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including, but not limited to, interest and dividends) or amounts not includable in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includable in the individual's gross income under Section 71 with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2).
9. The transfer of your IRA to your spouse or former spouse under a divorce or legal separation instrument (as described in subparagraph (A) of Section 71(b)(2)) will not be considered a taxable transfer. Thereafter, the IRA will be treated as maintained for the benefit of the spouse.
10. You may deduct your IRA contributions regardless of whether you itemize your other deductions on your tax return.

#### **D. ROLLOVERS**

1. In General. The cash or assets you receive from certain other retirement programs may be contributed to your IRA. These contributions are called "rollover contributions." A rollover contribution to an IRA is not subject to the annual contribution limitations, but you may not deduct it on your tax return. Once in the IRA, a rollover contribution is subject to all of the usual rules governing IRAs. There are two kinds of rollover contributions to an IRA. In one, you contribute the amounts received from another IRA. In the other, you contribute amounts received from an employer's qualified plan. There is no dollar limit on the amount to be rolled over and rollovers can be done even after age 70½.
2. Rollover from One IRA to Another IRA. Part or all of a distribution you receive from an IRA may be rolled over to another IRA. To do this, you must: (a) make the rollover within 60 days of receiving the distribution; and (b) if the distribution included both money and property, you must roll over the same property. As you are not required to roll over all of the distribution you received, you may keep part and roll over the remainder. However, you may not roll over a distribution from an IRA within one year of the receipt of an earlier IRA distribution which you rolled over to that same IRA. If you inherit an IRA and you are not a spousal beneficiary, you may not roll over a distribution from the inherited IRA. Amounts that are required to be distributed under the minimum distribution rules will not be eligible to be rolled over.
3. Rollover From a Qualified Employer Plan to an IRA. You may rollover part or all of certain distributions you receive from an employer's qualified retirement plan, Section 403(b) program, section 457(b) plan of a state or local governmental employer into your IRA. Distributions which are not eligible for rollover are:
  - (a) required minimum distributions;
  - (b) distributions that are one of a series of substantially equal payments over your life expectancy (or the joint life expectancy of you and your beneficiary) or over a specified period of ten or more years;
  - (c) distributions on account of hardship as defined under section 401(k)(2)(B)(i)(IV), and
  - (d) certain distributions attributable to after-tax contributions as provided under section 402(c).

Distributions which are eligible for rollover can be "directly" rolled over from the qualified retirement plan or Section 403(b) plan to your IRA. In order to qualify as a direct rollover, the plan must wire or mail the funds directly to the IRA trustee, insurer or custodian or give you a check payable only to the IRA trustee, insurer or custodian.

If you chose to receive the eligible distribution instead of having it directly rolled over you must then rollover the distribution within sixty (60) days of receipt by you. Any eligible distribution which is not "directly" rolled over is subject to twenty (20%) percent withholding for Federal income taxes. In order to make a roll over of the full amount of the distribution, you will need to contribute from other sources the 20% withheld for taxes.



You may also roll over a lump sum or partial distribution to you of your spouse's benefits under a qualified plan of your spouse's employer, if you receive the distribution after your spouse's death and comply with the applicable rules described above.

Rollover treatment is also available for certain distributions from an employer's plan made to a spouse, former spouse, child, or other dependent of the covered employee by reason of a "qualified domestic relations order." In general, a "qualified domestic relations order" means any judgement, decree or order that has been issued pursuant to a state domestic relations law and that directs the payment of all or a portion of the plan benefits on account of the payee's rights to child support, alimony payments or marital property rights. The payee will be entitled to rollover treatment if, within one tax year, the total balance to the credit of the payee under the plan is paid to the payee and the payee rolls over all or part of the distribution within 60 days of the receipt of the distribution.

4. **Rolling Over Proceeds From the Sale of Property.** If you receive property (stocks, bonds, etc.) other than cash in a distribution that qualifies for a rollover, you may sell part or all of the property and roll over the cash proceeds from the sale into your IRA. You would have to do all of this within the 60 day period described above. If you roll over the entire proceeds, the sale has no tax effect. In this case, the rollover will be treated as if you had simply received the proceeds and rolled them over. If you only roll over part of the proceeds, you are taxed on the part you do not roll over.
5. **Using Your IRA as a Conduit for Rollovers.** If you receive a distribution from your employer's qualified plan, a Section 403(b) plan or other eligible retirement plan and roll it over to an IRA, you may later roll over those assets into a new employer's qualified plan. Your IRA serves as a holding account or conduit for those assets. However, you will lose the benefit of any 10 year averaging or capital gains treatment (assuming you otherwise were eligible for it) on the distributions from your employer's qualified plan if you take distributions from this IRA or make other contributions to it.

Additionally, you may not roll over after-tax amounts to eligible retirement plans other than IRAs. You must keep records which indicate how much in after tax-contributions (including rollovers) were made to the IRA. In general you may treat any rollover distribution from your IRA as being attributable first to any pre-tax contributions for this purpose.

6. **SIMPLE IRAs.** Contributions to a SIMPLE IRA can only be made under a SIMPLE plan. Your IRA is not a SIMPLE IRA and therefore cannot accept contributions under a SIMPLE plan. Your IRA may not accept a rollover from a SIMPLE plan prior to the expiration of the 2-year period beginning on the date you first participated in your employer's SIMPLE plan.
7. **Guidance for Rollovers.** Rollovers can be complicated and must be made correctly. You should be careful to make the rollover in time and to avoid rolling over more than is permitted. A rollover not properly made may be considered a distribution which will be subject to income taxation and possibly a premature distribution penalty of ten (10%) percent. The IRS will treat rollovers as irrevocable. Therefore, you may lose the use of other, perhaps more beneficial, tax options by electing to roll over a distribution to you from a qualified plan. You should consult with your own tax advisor and the employer's plan administrator to help you make the decision that best fits your financial circumstances. Federal law requires that the plan administrator of an employer's qualified plan provide a written statement explaining whether the distribution is eligible to be rolled over to an IRA.

**Note:** EGTRRA also expanded the portability and tax-free rollover opportunities beginning in 2002. It may be possible in 2002 and subsequent years to rollover amounts from your IRA to other types of tax-qualified plans (i.e., qualified pension and profit sharing plans, tax sheltered annuity plans and certain other eligible deferred compensation plans of state and local governments under section 457(b)) even if you do not have a conduit IRA (which is one attributable only to contributions that are eligible rollover distributions from an employer's qualified plan under section 401(a) or 403(a) of the Code)

## **E. PROHIBITED TRANSACTIONS**

1. As a participant in the Contract, you are subject to the prohibited transaction rules of the Internal Revenue Code Section 4975 and will be treated as the creator with respect to those provisions. Examples of prohibited transactions are the borrowing of the income or corpus from the Contract, selling property to or buying from the Contract, or receiving more than reasonable compensation for services performed for the Contract.
2. If you (or your beneficiary) engage in a prohibited transaction, your Contract will lose its exemption from taxation. This will be effective as of the first day of the tax year in which the prohibited transaction occurs. Once your Contract loses its exempt status, you are required to include its value reduced by any applicable charge, in your income for that tax year.

This value is determined as of the first day of the tax year in which the prohibited transaction occurred. You may also be subject to the 10% tax on premature distributions.

3. You or any disqualified person involved in the prohibited transaction may be subject to a 15% excise tax on the amount involved in the transaction and, to an additional tax of 100% of the amount involved if the transaction is not corrected within the taxable period.
4. If you use your Contract or any portion thereof as security for a loan, the portion so used will be treated as distributed to you and therefore includable in your taxable income for that year, and will disqualify your entire contract as an IRA.

#### **F. PREMATURE DISTRIBUTIONS**

Generally, any distribution from an IRA to the person for whose benefit the IRA was established, will be subject to a 10% penalty tax if such person has not attained age 59½. However, the 10% penalty tax will not apply to distributions:

- (a) made after death;
- (b) made on account of disability;
- (c) which are a part of a series of substantially equal periodic payments (at least annually) made for the life (or life expectancy) of the individual or the joint lives of the individual and his beneficiary;
- (d) which are used for medical expenses and do not exceed the amount allowable as a deduction under IRC section 213;
- (e) which are used to pay for health insurance premiums for you or your dependents after your separation from employment if:
  - (i) you have received unemployment compensation for 12 consecutive weeks;
  - (ii) such distributions are made during the taxable year in which such unemployment compensation is paid or the succeeding taxable year; and
  - (iii) such distributions do not exceed the amount paid during the taxable year for such health insurance premiums as described in IRC Section 213(d)(i)(D).

This exception will not apply after you have been re-employed for at least 60 days.

- (f) which are used to pay for qualified higher education expenses of you, your spouse, child or grandchild. Qualified higher education expenses include tuition, fees, books and supplies required for enrollment or attendance at a post-secondary educational institution. Qualified higher educational expenses are reduced by the amount of any qualified scholarship, educational assistance or payment (other than a gift or inheritance) which is excludable from gross income
- (g) which are qualified first-time home buyer distributions. These distributions consist of withdrawals of up to \$10,000 during your lifetime which is used within 120 days to buy, build or rebuild a first home which is the principal residence of a first-time homebuyer who is you, your spouse, child or grandchild or your or your spouse's ancestor. In order to qualify as a first-time homebuyer such individual (and if married, such individual's spouse) must not have had an ownership interest in a principal residence during a two-year period ending on the date that the new home is purchased; or
- (h) which are used to pay a federal tax levy under section 6331 of the Code.

#### **G. ESTATE AND GIFT TAX**

Pursuant to Internal Revenue Code Section 2039, any distributions to a beneficiary under the Contract are generally not exempt from Federal Estate taxes. Furthermore, the irrevocable designation of a beneficiary is not exempt from Federal gift taxes.

#### **H. DISTRIBUTIONS**

Taxable distributions from the Contract are taxed as ordinary income regardless of their source. They are not eligible for capital gains treatment or the special 10-year averaging rules that may apply to lump-sum distributions from qualified employer plans.

**I. EXCISE TAX ON EXCESS CONTRIBUTION**

Generally, any contributions exceeding the limitations mentioned in Section C above are excess contributions and, if not withdrawn by the date your tax return for the year is due, are subject to a nondeductible 6% excise tax. The excess is taxed for the year of the excess contribution and for each year after that until corrected. The amount of this excise tax of any year cannot exceed 6% of the value of your Contract as of the close of the year.

**J. 50% EXCISE TAX**

A 50% excise tax will generally be imposed on the under-distribution representing the difference between the minimum payout required for the tax year in question and the amount actually paid out to you or to your beneficiary. This tax is to be paid by the individual to whom the minimum payments should have been made. For example, if the minimum payout that you should have received is \$1,000 for the taxable year and you only receive \$600, an excise tax of \$200 (50% of the \$400 underpayment) must be paid by you.

**K. FURTHER INFORMATION**

You may obtain additional information from any district office of the Internal Revenue Service.

**L. IRS QUALIFICATION**

Your annuity Contract with endorsement has not been submitted to the Internal Revenue Service for approval for use as an Individual Retirement Annuity. Such approval, if obtained, would be a determination only that the form of the annuity met IRS requirements for IRAs and would not represent a determination of the merits of the investment aspects of the annuity. IRS approval is not required for the contract to be considered a valid IRA.

**M. FINANCIAL INFORMATION**

See attached supplemental material as well as the prospectus for important financial information regarding your IRA annuity.

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**ATTACHMENT TO IRA DISCLOSURE STATEMENT****M. FINANCIAL DISCLOSURE****SUPPLEMENTAL INFORMATION**

1. The Annuity will be paid as a Fixed Annuity.
2. After the first Contract Anniversary, you may withdraw a portion of your Account Value of up to ten (10%) percent of the Account Value as of the previous Contract Anniversary, free from the Withdrawal Charge.
3. Premium taxes or other taxes payable to a state or other governmental entity will be charged against the Account Value. Some states assess premium taxes at the time Purchase Payments are made; others assess premium taxes at the time annuity payments begin. The Company currently intends to advance any premium taxes due at the time Purchase Payments are made and then deduct premium taxes from the Account Value at the time annuity payments begin or upon withdrawal if the company is unable to obtain a refund. The Company reserves the right to deduct premium taxes when incurred. Premium taxes generally range from 0% to 4.0%.

**MINIMUM GUARANTEED VALUES PER \$1,000 OF PURCHASE PAYMENT**

| End of<br>Contract<br>Year | Minimum<br>Guaranteed<br>Account<br>Value <sup>1</sup> | Minimum<br>Guaranteed<br>Amount<br>Available on <sup>1</sup><br>Withdrawal <sup>2</sup> | End of<br>Contract<br>Year | Minimum<br>Guaranteed<br>Account<br>Value <sup>1</sup> | Minimum<br>Guaranteed<br>Amount<br>Available on <sup>1</sup><br>Withdrawal <sup>2</sup> |
|----------------------------|--|---|----------------------------|--|---|
| At Issue                   | \$1,000  | \$1,000   |                            |  |   |
| 1                          | 1,040  | 1,000   | 26                         | \$1,706  | \$1,706   |
| 2                          | 1,061  | 1,003   | 27                         | 1,740  | 1,740   |
| 3                          | 1,082  | 1,033   | 28                         | 1,775  | 1,775   |
| 4                          | 1,104  | 1,064   | 29                         | 1,811  | 1,811   |
| 5                          | 1,126  | 1,095   | 30                         | 1,847  | 1,847   |
| 6                          | 1,148  | 1,128   | 31                         | 1,884  | 1,884   |
| 7                          | 1,171  | 1,161   | 32                         | 1,921  | 1,921   |
| 8                          | 1,195  | 1,195   | 33                         | 1,960  | 1,960   |
| 9                          | 1,219  | 1,219   | 34                         | 1,999  | 1,999   |
| 10                         | 1,243  | 1,243   | 35                         | 2,039  | 2,039   |
| 11                         | 1,268  | 1,268   | 36                         | 2,080  | 2,080   |
| 12                         | 1,293  | 1,293   | 37                         | 2,121  | 2,121   |
| 13                         | 1,319  | 1,319   | 38                         | 2,164  | 2,164   |
| 14                         | 1,345  | 1,345   | 39                         | 2,207  | 2,207   |
| 15                         | 1,372  | 1,372   | 40                         | 2,251  | 2,251   |
| 16                         | 1,400  | 1,400   | 41                         | 2,296  | 2,296   |
| 17                         | 1,428  | 1,428   | 42                         | 2,342  | 2,342   |
| 18                         | 1,456  | 1,456   | 43                         | 2,389  | 2,389   |
| 19                         | 1,485  | 1,485   | 44                         | 2,437  | 2,437   |
| 20                         | 1,515  | 1,515   | 45                         | 2,486  | 2,486   |
| 21                         | 1,545  | 1,545   | 46                         | 2,535  | 2,535   |
| 22                         | 1,576  | 1,576   | 47                         | 2,586  | 2,586   |
| 23                         | 1,608  | 1,608   | 48                         | 2,638  | 2,638   |
| 24                         | 1,640  | 1,640   | 49                         | 2,691  | 2,691   |
| 25                         | 1,673  | 1,673   | 50                         | 2,744  | 2,744   |

<sup>1</sup>The Minimum Guaranteed Values are based on the minimum guaranteed interest rate of 2% (may be higher in your state) and assume that an initial Purchase Payment of \$1,000 is made on January 1. A Purchase Payment is credited with interest effective as of January 1. A higher declared interest rate will produce values greater than those shown. A first year bonus equal to 2% of Purchase Payments is added to account value at issue. The Withdrawal Charge Schedule may vary by Guarantee Period but will not be higher than 7%, 6%, 5%, 4%, 3%, 2%, 1%, 0%. After the first Contract Year a withdrawal of ten (10%) percent of the Account Value as of the prior Contract Anniversary may be made free from the Withdrawal Charge.

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**NOTICE CONCERNING COVERAGE LIMITATIONS  
AND EXCLUSIONS UNDER THE LIFE AND HEALTH  
INSURANCE GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Missouri Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Missouri Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Missouri. You should not rely on coverage by the Missouri Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy. YOU MAY CONTACT EITHER THE ASSOCIATION OR THE MISSOURI DEPARTMENT OF INSURANCE AT THE FOLLOWING ADDRESSES SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE.

The Missouri Life and Health Insurance Guaranty Association  
520 Dix Road, Suite D  
Jefferson City, MO 65109

Missouri Department of Insurance  
P.O. Box 690  
Jefferson City, MO 65102-0690

The state law that provides for this safety-net coverage is called the Missouri Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

(Please turn to back of page)

## **COVERAGE**

Generally, persons will be covered if they live in this state and hold a life or health insurance contract or annuity, or a certificate under a group policy or contract.

## **EXCLUSIONS FROM COVERAGE**

However, not all individuals with a right to recover under life or health insurance policies or annuities are protected by the Act. A person is not protected when:

1. The person is eligible for protection under the laws of another state;
2. The person purchased insurance from a company that was not authorized to do business in this state;
3. The policy is issued by an organization which is not a member insurer of the Association; or
4. The person does not live in this state, except under limited circumstances.

Additionally, the Association may not provide coverage for the entire amount a person expects to receive from the policy. The Association does not provide coverage for any portion of the policy where the person has assumed the risk, for any policy of reinsurance (unless an assumption certificate was issued); for interest rates that exceed a specified average rate, for employers' plans that are self-funded, for parts of plans that provide dividends or credits in connection with the administration of policy, or for unallocated annuity contracts (which are generally issued to pension plan trustees).

The Act also limits the amount the Association is obligated to pay persons on various policies. The Association does not pay more than the amount of the contractual obligation of the insurance company. The Association does not have to pay more than three hundred thousand dollars (\$300,000) in death benefits for any one life regardless of the number of policies that insure that life. The Association does not have to pay amounts over one hundred thousand dollars (\$100,000) in cash surrender or withdrawal benefits on one life regardless of the number of policies insuring that individual. For health insurance benefits, the Association is not obligated to pay over one hundred thousand dollars (\$100,000) including net cash surrender and withdrawal benefits. On an annuity contract, the Association is not liable for over one hundred thousand dollars (\$100,000) in present value. Finally, the Association is never obligated to pay more than a total of three hundred thousand dollars (\$300,000) for any one insured for any combination of insurance benefits.

## CONSUMER NOTICE

Please note the following current address and telephone number of:

MetLife Investors Insurance Company  
MetLife Investors USA Insurance Company

If you have an inquiry, would like to obtain information about coverage, or need assistance in resolving a complaint, please contact us at:

**For Fixed Business:**

P. O. Box 10366  
Des Moines, Iowa 50306-0366  
1-800-255-9448

**For Variable Business:**

P.O. Box 10366  
Des Moines, Iowa 50306-0366  
1-800-343-8496

For Express Mail Only:  
4700 Westown Parkway  
Suite 200  
West Des Moines, Iowa 50266-6718

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